

The Board of Education of the  
City of Chicago  
Comprehensive Package to Resolve  
All Outstanding Issues  
to the Chicago Teachers Union

October 11, 2019

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The attached proposals are submitted in consideration for a full tentative agreement no later than October 14, 2019. The Board reserves the right to withdraw or modify any of these proposals thereafter.

## Article 1 Recognition

**1-1. Representative Unit.** No suggested modification.

**1-2. Recognition of UNION.** No suggested modification.

**1-3. Designation of Representatives.** No suggested modification.

**1-4. Resolution of Grievances and Professional Problems.** No suggested modification.

**1-5. Exchange of Information.** Suggested modification below.

**1-5.8 Bargaining Unit Employee Information.** The BOARD shall provide the UNION on at least a monthly basis, and on a weekly basis for the months of August, September, and October, a list of all current employees in the bargaining unit, which shall include each employee's first and last name, shift, job title, department, work location, home address, all telephone numbers (including cell phone number if available), personal and work email addresses, date of birth, seniority date, base hourly pay rate (if available), language preference (if available), identification number/payroll code/job number, salary, status as a member or non-member, UNION dues, and COPE payment.

The parties agree to meet at reasonable times in good faith to ensure that they are operating under the same list of represented workers, members, and individuals who have authorized the deduction of dues, fees, assessments, and COPE. As a part of their meetings, the parties shall endeavor to identify any changes that need to be made to their systems or operations to ensure that systems and operations accurately track those individuals who are in the bargaining unit, and, among those individuals, those who have not authorized the deduction of union dues, fees, assessments and COPE contributions.

The BOARD shall provide the UNION with notice of CPS job fairs, new teacher orientation dates, and all gatherings of 25 or more new employees excluding school-level meetings and events) including their time, date and location, as soon as practicable after their scheduling. At all such events, if the UNION attends, the UNION representatives will conduct themselves in a professional manner.

The BOARD shall allow the UNION to do informational tabling indoors in the lobby or vestibule at the Staff Center locations. The UNION shall request permission a minimum of a week in advance of its proposed date for informational tabling. The BOARD retains the exclusive right to designate the specific location of the information table, provided the location is readily accessible and visible to employees entering and leaving the buildings.

**1-14. Periods for UNION and Local School Council Business.**

**1-14.1. UNION Delegates.** All UNION delegates shall be provided with ~~two~~ one additional forty- minute or the length of a class period, whichever is longer, duty-free period per ~~week~~ month during which time they shall conduct UNION business, including, but not limited to, the investigation of professional problems and grievances, development of Professional Problems Committee agendas, distribution of bona fide UNION materials and maintenance of the UNION bulletin board. UNION delegates shall be permitted to combine their ~~twice weekly~~ monthly duty-free periods to be released to attend UNION-conducted training and professional development. In addition, city- wide delegates shall be provided with two forty-minute periods each school year, one per each city-wide in-service day, during which time they shall be allowed to conduct UNION business.

**1-15. Access to BOARD Premises.** No suggested modification.

**1-16. Mutually Scheduled Meetings.** No suggested modification.

**1-17. Leaves of Absence for Union Business.**

**1-17. Leaves of Absence for Union Business or Elected Public Office.**

1-17.1. TA

1-17.2. Health Care and Dental Benefits During Leaves. Bargaining unit employees who are on leaves for Union business or elected public Office may continue their health care and dental benefit coverage, provided that they pay the full cost of such coverage.

1-17.3. Pension Contributions During Leaves. Bargaining unit employees who are on leaves for Union business or elected public office shall be permitted to pay the contributions required or permitted by law to be made by the employee and the BOARD to the Public School Teachers' Pension and Retirement Fund of Chicago or the Municipal Employees' Annuity and Benefit Fund of Chicago to ensure that full credit for retirement purposes is granted for the time spent on such leaves of absence.

1-17.4. Seniority Accrual on Leave. Bargaining unit employees who are on leaves for Union business or elected public office shall continue to accrue seniority with the BOARD, and the leave of absence will not be considered a break in service.

1-17.5. Return from Leave.

1-17.5(a). *Appointed Teachers, Clinicians or PSRPs Elected as UNION Officers or Elected to Public Office.* An appointed teacher, clinician or PSRP who is elected as President, Vice

President, Recording Secretary or Financial Secretary of the UNION, ~~or elected to municipal, county, state, or federal office~~, and who decides to return to BOARD employment following the conclusion of his or her first term in office shall be returned to his or her original position in his or her original school or unit. An appointed teacher, clinician, or PSRP who is elected as President, Vice President, Recording Secretary or Financial Secretary of the UNION and who serves more than one term and decides to return to BOARD employment following the conclusion of his or her last term in office shall be assigned to an equivalent position in his or her area of licensure. If such an appointed teacher, clinician, or PSRP decides to return to BOARD employment more than 60 days after the conclusion of his or her first term in office, he or she shall be assigned to an equivalent position in his or her area of certification.

1-17.5(b). *Other Teachers, Clinicians or PSRPs and members elected to Public Office.* If a teacher, clinician or PSRP on UNION leave, not covered by subsection 1-17.5(a) decides to return to BOARD employment within one year of the beginning of the UNION leave ~~at the conclusion of his or her UNION leave~~, the teacher, clinician or PSRP shall be returned to his or her former position in his or her former school or unit. If such a teacher, clinician or PSRP decides to return to BOARD employment after one year from the beginning of the UNION leave, he or she shall be assigned to an equivalent position in the area of his or her ~~licensure certification~~. The teacher, clinician or PSRP shall not have the right to return to his or her ~~original school or unit~~. A teacher, clinician, or PSRP elected to municipal, county, state, or federal office who decides to return to the BOARD at the conclusion of his or her elected office shall be assigned to an equivalent position in his or her area of licensure.

## Teacher Preparation

*The Board will withdraw its proposal on teacher preparation time if the CTU withdraws its proposal on teacher preparation time.*

## Article 7 Texts and Supplies

7-6. Supply Money. Each Fiscal Year, the BOARD shall appropriate sufficient funds to each school or unit to reimburse teachers, counselors, clinicians, teacher assistants, and speech-language paraeducators up to \$450.00 \$250.00 per employee for instructional supplies and materials, classroom library books and therapeutic materials purchased by them for student instruction and support. Principals and head administrators shall approve the reimbursements in accordance with the procedures developed by BOARD, and such reimbursements shall be paid by the end of the semester in which the receipts were submitted. Employees shall be reimbursed for reasonable purchases for classroom and school use. Additionally, the BOARD procedures will make clear that purchases by teachers, counselors, clinicians, and speech-language paraeducators are presumed to be reasonable and will not be denied for reimbursement unless clearly outside of a reasonable classroom or school use consistent with Board policy. If certain categories of purchases are being denied for reimbursement, the BOARD and the UNION shall meet and discuss whether they are reasonable and, if determined to be reasonable, the BOARD shall authorize an expeditious reimbursement. No later than the start of the 2020-21 school year, the BOARD shall retain mutually agreed upon vendors where bargaining unit employees in each of the above-listed titles can purchase supplies from prepaid accounts in the amount of up to \$250.00 per year.

## Article 8 Professional Development: Teachers and Teacher Leaders

**NEW 8-3. Online Professional Development.** The BOARD shall fund and work with the UNION to ensure that every CPS school shall offer free online professional development classes that meet requirements for ISBE licensure renewal. The BOARD shall advocate that ISBE allow schools to provide ISBE credit for grade-level, curriculum, and faculty meetings.

## Article 9 Paraprofessionals and School Related Personnel

9-14.7 The BOARD shall clearly delineate the duties of the school clerk. The BOARD will consult with the UNION prior to changing any time keeping responsibilities.

## Article 9 Paraprofessionals and School Related Personnel

**9-19.1 American Sign Language Interpreters Regular School Day.** The regular day for sign language interpreters shall be seven hours and forty-five minutes with a continuous duty-free lunch period and no work responsibilities. Each interpreter's school day shall include 45 minutes of continuous duty-free preparation time. Four Five days each week, the interpreter's preparation time shall be self-directed. One day each week, this period shall be directed by the principal(s) or the interpreter supervisor for interpreter-related preparation or duties, e.g., IEP meetings and/or collaboration with the IEP team. The Board shall ensure that qualified substitutes are provided for ASL Interpreters who are absent so that students will still be able to communicate.

## Article 9 Paraprofessionals and School Related Personnel

~~NEW 9-21. Grow Your Own. The Board shall increase its contract with Grow Your Own Illinois in order to support additional PSRPs (and other teacher candidates already involved in schools such as parents) who want to pursue becoming classroom teachers in CPS. The Board shall secure funding to provide a living wage stipend and health insurance to said candidates during student teaching or other residency. In consultation with the Union, the BOARD will increase its financial commitment to organizations which will support additional PSRPs (and other teacher candidates involved in schools such as parents) who desire to pursue becoming classroom teachers in CPS. The Board shall secure funding that is intended to ensure that said candidates receive financial support and health insurance. to provide a living wage stipend and health insurance to said candidates during student teaching or other residency~~

## Article 12 Legislative Partnership

**12-2. Sustainable Community Schools.** As part of the partnership required by the School Code, the BOARD shall obtain funding from external agencies and/or in-kind donations to fund between 20 and 55 fund and thereafter maintain a minimum of 20 75 community schools, which shall include the 20 sustainable community schools in year one of the Agreement, 35 sustainable community schools in year 2 of the Agreement, and 50 sustainable community schools in year 3 of the Agreement, which shall include the 20 sustainable community schools existing during the 2018-19 school year currently in operation for the existing during the 20189-19 20 school year. The BOARD and the UNION will jointly evaluate these 20 schools during the 2019-20 school year and will determine the continuation of these schools and any expansion of the Sustainable Community Schools program in future years.

The BOARD shall provide the annual funding referenced in this Article for each year of this Agreement, effective with the beginning of school year 2019-20. The Community Schools shall be modeled on those established in School Year 2018-19 and determined by the joint Task Force.

~~Neighborhood schools designated as CPS category Tier 1 (for selective enrollment purposes), shall be designated Community Schools and have class sizes capped at no more than 20 students.~~

The Board and the Union agree to form a 20-person task force, with 10 persons appointed by each, to effectuate, monitor and implement the following initiatives with respect to these community schools:

- An agreed process to select the schools
- Consultation with LSC, principals and community members
- Program elements may include, without limitation:
  - Medical or mental health services available to the school community
  - The expansion of after-school programs
  - The expansion of facility use for students or the school community
  - Social-emotional supports/trauma interventions
  - Parent mentor and home visit program
  - Restorative Justice Coordinator and professional development for parents, students and staff
  - Clinical services and community programming
  - STLS coordinator, homelessness services, truancy supports, food pantry
- Coordination of City and Park District services

~~The BOARD and the UNION agree to jointly assess the functioning of the Task Force and make recommendations for its improvement.~~

## Article 14 Safe and Healthy Work Environment

**NEW 14-9.** Fitness for Duty Medical Examinations. If the BOARD requests that an employee undergo a fitness for duty examination, the BOARD shall pay the cost of the examination. The parties agree to reconstitute the tiebreaker panel of physicians used to make fitness for duty and medical clearance for work determinations, and they shall finalize a new list of mutually agreed upon physicians by no later than January 1, 2020.

## Article 17 Early Childhood Teachers

**17-4. Early Childhood Teacher Assistants.** ~~Teacher Assistants in early childhood classrooms shall not be required to substitute or perform other duties unrelated to their classroom position.~~ All preschool classrooms shall maintain a 10:1 child to teacher ratio at all times, including rest periods, during lunch, specials, etc. TAs shall be given their contractual breaks covered to maintain the 10:1 ratio.

## Article 17 Early Childhood Teachers

17-5. Hygienic Equipment and Facilities. ~~Preschool classrooms shall have adequate facilities and equipment for diapering by SECAAs.~~ All Preschool classrooms with SECAAs shall have access to adequate bathroom facilities including safe and sanitary diapering facilities for children who are unable to use the toilet consistently. These facilities shall be easily accessible to students and school staff. The school shall provide all necessary supplies for containment of soiled clothing in safe and sanitary fashion. Disposable safety gloves shall be provided in all early childhood classrooms in case of toileting accidents. Adequate staff shall be provided to assist students in case of toileting accidents and no student shall be punished or excluded from instruction due to toileting accident.

## Article 18 Career and Technical Education Teachers

**18-19 NEW Professional Development.** Teacher participation in the annual CTE Summer Institute is mandatory unless teacher was not staffed at the time of the event. Summer Institute will cover a wide range of professional learning session formats including but not limited to district initiatives, technical skill advancements, work-based learning, and an opportunity to share best practices as it relates to Career and Technical Education. Summer Institute will not include REACH orientation training.

## Article 20 Clinicians

**NEW 20-1.12.** When making clinician assignments, the BOARD will take into consideration the clinician's preference to be kept at the same school assignment, the needs of the school and students, and the continuity of services at each school. The BOARD may consult with clinicians or the Union but shall retain final authority over all clinician assignments. Any clinician wishing to be placed at a school of their choice, or to keep the same school assignment they have from year to year, shall be permitted to do so. If more than one nurse in the same job classification wants the same school, then seniority shall prevail.

~~Management shall be transparent and work with a committee of CTU clinicians to fairly decide school assignments, taking the preference of the clinician into primary consideration.~~

## Article 20 Clinicians

**NEW 20-1.13.** Beginning in the 2019-20 school year, the BOARD will not contract out or otherwise privatize teacher clinician positions (as defined in Article 20-1.1(a)), PSRP clinician positions (as defined in Article 20-1.1(b)), teacher assistants or librarians unless necessary to serve the needs of the students and the BOARD is unable to hire a sufficient number of permanent employees. In the event contracting out or privatization should become necessary, the BOARD will give the UNION a minimum of 30 days' notice and provide a reasonable opportunity to bargain the impact. Beginning with the 2019-20 school year, the BOARD will implement a program to reduce the number of contract or agency nurses that it currently utilizes with the goal of eliminating all contract or agency nurses by the 2023-24 school year, except for short-term substitute and/or supplemental nursing services.

## Article 20 – Clinicians

**20-2.6 Counselor Duties.** In programming and directing the work of an Elementary, Middle, and High School counselor, a principal shall ~~endeavor to~~ assign duties to the counselor that are consistent with the recommendations of the American School Counselor Association or ~~other recognized organizations, except when such recommendations are inconsistent with the responsibilities expected of all faculty members or BOARD or local school level administrative and educational requirements~~ the CPS Reach Framework for School Counselors to ensure that School Counselors are given adequate time during the school day to deliver Tiered student supports and counseling activities while limiting non-counseling duties.

Disagreements over this Section shall be resolved initially by the counselor, the principal and the Professional Problems Committee.

## Article 20 – Clinicians

~~NEW 20-6.8. The BOARD shall fully fund the education of, and assign a compatible work schedule to, CPS health professionals interested in gaining further credentials, specifically, any:~~

~~LPN interested in obtaining an RN~~

~~RN interested in obtaining a BSN or~~

~~HSN interested in becoming a CSN~~

The BOARD, in consultation with the UNION, will develop and implement a program that will devote resources to LPNs interested in becoming HSNs; RNs interested in becoming BSNs; and HSNs interested in becoming CSNs. Provided a commitment is secured to remain at CPS for a reasonable period following certification, the Board shall seek to fully fund the necessary education, and to the extent practicable assign work schedules compatible with such education. The BOARD and the UNION shall develop a mutually agreed upon list of universities to participate in the program. The BOARD shall provide \$5,000 in tuition assistance to all nurses participating in the program up to 1,000 nurses during the term of this Agreement. The BOARD, in consultation with the UNION, will develop and implement a program to LPNs interested in becoming HSNs and HSNs interested in becoming CSNs. The BOARD will devote no less than \$2,000,000 during the term of this Agreement to support tuition assistance for nurses, employees and prospective employees toward mutually agreed upon universities between the BOARD and UNION, as well as other related program costs.

*The dollar amount is contingent on and reflects a 5-year term.*

## Article 21 – Special Education Teachers

**21-5. Development, Implementation and Progress Monitoring of Individualized Education Program of Individualized Education Program.** The educational and extracurricular program of a student with disabilities shall be developed by the implemented, monitored and reported on in accordance with the student's Individualized Education Program team in accordance with the student's Individualized Education Program. The IEP team shall make data-based decisions when determining the instructional programming and least restrictive environment (LRE) decisions based on the students' strengths and needs and shall do so with the collaboration and input of all IEP team members.

**21-15. Training and Resource Materials.** The BOARD shall ensure that special education teachers have access to training and resource materials regarding the preparation of Individualized Education Programs. Such materials may be available online. At the beginning of each school year, the BOARD shall advise all special education teachers of the training and resource materials available and shall ensure such teachers are informed of how to access such materials. Principals shall inform special education teachers at the start of the school year what funds have been allocated in the school budget for special education resources and materials and shall work with the special education teachers to identify which resources and materials will be purchased to best serve the needs of the students.

**21-16** Recognizing that some Individual Education Plans require more time to develop and implement, Principals shall, to the extent possible, disperse IEP writing equally among special education teachers. All schools shall provide collaboration time at the beginning of the school year for special education teachers, general education teachers, clinicians, and support staff as needed. *[Remaining language of 21-16 to remain the same]*

**21-19. Special Education Student Ratio.** *[Current Language]*

**NEW 21-20.4** Where administratively possible, the number of lesson preparations for Special Education inclusion and co-teachers in high school shall not exceed two three, and every effort shall be made to keep the number at two.

**NEW 21-20.5** Special and general education teachers shall be programmed so that co-teachers have common preparation periods. Where administratively possible, Principals shall make every effort to program special and general education teachers so that co-teachers have common preparation periods. Principals may also use Principal-directed preparation periods to provide for preparation time for co-teachers.

## Article 22 Itinerant Teachers

**22-1. Regular School Day.** The regular school day for Deaf and Hard of Hearing Itinerants, Assistive Technology Itinerants, Augmentative Communication Itinerants, Early Childhood SPED Itinerant teachers, Home/Hospital Teacher, Orientation and Mobility Specialists, and itinerant teachers of the Visually Impaired shall be seven hours, with start and stop times aligned to the schools they are assigned to, with a continuous duty-free lunch period of 45 minutes and a 60 minute preparation period daily and four days of self-directed and one day of principal or clinician manager directed time per week. Travel Time. A clinician who must travel during the afternoon shall be given a daily uninterrupted lunch period of forty-five minutes with no work responsibilities exclusive of travel time.

## Article 27 Class Coverage

27-1. **Day-to-Day Substitutes.** No suggested modification.

27-2. **Cadre.** No suggested modification.

27-3. **Using Appointed Teachers or TATs to Provide Class Coverage.** The BOARD agrees, in principle, that no teacher shall be requested to assume responsibility for students from classrooms of absent teachers when substitutes are unavailable. In elementary schools, middle schools, education and vocational guidance centers and high schools, at no time should special education classes nor special programs, such as library, physical education, shop, TESL, bilingual or special reading classes, be discontinued so that substitute service may be performed by teachers of these programs, except in the case of emergencies, in which case the above teachers shall be subject to last call, with special education teachers the very last to be called, after available non-teaching certificated personnel have been assigned. Any missed Individual Education Plan minutes due to substitute issues will be recorded and reported to parents/guardians no later than at the end of each quarter. Any teacher who provides class coverage, even in emergency situations, shall be paid for their substitute service at their hourly rate of pay.

CPS shall pay substitute teachers additional compensation when they agree to serve at high-needs schools, as identified by CPS. shall work with CTU to create has created a specialized sub pool of workers who shall receive extra compensation/benefits and agree to go to any school assigned. These substitutes shall receive training in special education.

CPS will work with CTU to develop appropriate special education training for substitutes. CPS shall pay retiree substitute teachers with special education licenses additional compensation at rates agreed upon with the Union when they serve as substitutes in a special education capacity.

At no time shall Special Education classes be cancelled so that substitute services are performed by the Special Education teachers except in extreme an emergency. and then for no more than one hour increments.

27-4. **Reporting Absences.** No suggested modification.

27-5. **Rescheduling of Preparation Periods Due to Class Coverage.** The BOARD agrees, in principle, that teachers, during their duty-free professional preparation periods, shall not be requested to take the class of an absent teacher. Whenever a teacher's duty-free professional preparation period is canceled, the principal shall schedule a make-up duty-free professional preparation period for that teacher by the end of the next academic quarter following, or by the last day of teacher attendance that school year, whichever occurs first, to the extent practicable.

~~Effective with the 2017-2018 school year and thereafter, [I]f cancelled self-directed preparation periods are not made up by the end of the next academic quarter in accordance with this Article, they shall be considered lost. The BOARD shall pay the teacher for the lost preparation period at his/her regular hourly rate no later than the start of the next school year.~~

**27-6. Class Coverage During In-Service Meetings and Workshops.** No suggested modification.

27-7. **TA**

**27-8. Bilingual Substitutes.** No suggested modification

27-9. **TA**

**27-10. Class Coverage List.** No suggested modification.

**27-11. Staffing System Errors.** No suggested modification.

**NEW 27-12. General Class Coverage Provision.**

27-12.1. **TA**

27-12.2. **TA**

~~27-12.3. Substitute teachers shall follow the schedule of the absent teacher and not be assigned non instructional duties such as recess, lunchroom, or paraprofessional duties and shall be given the duty free preparation periods per the absent teacher's schedule.~~

27-12.4. The BOARD shall abide by the provisions of the Substitute Teacher Handbook developed by the BOARD and the UNION during the 2016-17 school year.

27-12.5. The BOARD shall hire additional cadre substitutes who are assigned to specific networks to be deployed to schools in their networks as needed. The BOARD shall hire additional cadre substitutes who will agree to any school assigned within a particular geographic area, as defined by the BOARD prior to each school year.

Appendix A-1J:

- Increase current substitute pay rates by COLA
- Create Provisional Cadre position (BA not in Education) at a rate of pay of \$150 per day, \$24 per hour
- Short-term Substitutes (Associates Degree) - \$110 per day, \$17.60 per hour.
- Create Special Education substitute pool - \$ per day TBD

## Article 28 Class Size

**28.3 The BOARD shall provide an additional \$1 million each Fiscal Year which may be utilized for assistants or other means to reduce class size in grade 4-12 classrooms.**

**28.4 Support for Over-Enrolled K to 23 Classes.** ~~Effective second semester school year 2016-17 and each school year thereafter, a-~~ A teacher assistant or instructor assistant ~~will~~ shall be assigned to kindergarten, first grade, second grade, ~~or~~ and, effective second semester of the ~~2019-20 school year to third grade~~ classrooms that have 32 or more students enrolled on ~~or~~ before the 10<sup>th</sup> day of school, with additional oversized classrooms checked at the 20<sup>th</sup> day and at the semester. The teacher assistant or instructor assistant shall assist in core instruction and may be shared with more than one classroom, provided the assistant is present for all instruction.

The BOARD shall provide \$                    million each Fiscal Year to fund the costs associated with providing the teacher assistant. ~~The Board shall provide an additional \$1 million each Fiscal Year, which may be utilized for assistants or other means to reduce class size in those classrooms.~~

## Article 30 Student Discipline

### **NEW 30-9. Restorative Justice Practices.**

NEW 30-9.1. The BOARD and the UNION acknowledge the importance of creating a positive climate and culture in every school that is conducive to learning. Staff, families, students and community members all play a role in creating this positive school climate. The BOARD and UNION are committed to creating safe, inclusive, and positive environments that support academic, behavioral, and social-emotional success for all students. Restorative Justice (RJ) practices are ways for a school community to build relationships, problem solve, and learn.

NEW 30-9.2. The BOARD shall receive recommendations from the faculty and staff of each school to improve the culture and climate of the school in order to implement the BOARD's commitment to Restorative Justice practices, Social Emotional Learning, and Safety. Each school's Professional Problems Committee shall develop and annually review a school climate discipline plan.

NEW 30-9.3. The BOARD and the UNION shall work collaboratively with local restorative practice community experts to develop curriculum and training modules to train school communities, individual teachers, and parents on restorative practices.

NEW 30-9.4. The BOARD and the UNION shall ~~fund collaborate to provide necessary materials, explore community partnerships, evaluation supports and other logistical coordination~~ to provide RJ training to all CTU bargaining unit employees ~~and security personnel annually~~. The UNION commits to offer regular training in Restorative Practices.

## Article 35 Filling Vacant Positions

**35-4. Teacher Transfer Periods.** Teachers may transfer effective the second semester of the school year without the consent of their current principal only when the Talent Office received the administrative transfer request signed by the receiving principal between seventy-five and thirty calendar days prior to the conclusion of the first semester of the school year. Teachers may transfer effective the end of the school year without the consent of their current principal only when the Talent Office receives the administrative transfer request signed by the receiving principal between seventy-five and thirty calendar days prior to the conclusion of the school year.

## Article 36 Salaries and Other Compensation

**36-1. Salaries, Compensation and Remuneration Provisions.** The annual salaries of all bargaining unit employees and all other provisions governing compensation and remuneration are set forth in the salary schedules and provisions attached hereto as Appendix A. Such salary schedules and provisions contained in Appendix A are hereby made a part of this Agreement. Salary schedules will receive a cost of living adjustment in the following percentages on July 1st of the corresponding fiscal year:

Fiscal Year	COLA	Lane and Steps
2016	0%	None
2017	0%	Effective July 1, 2016, teachers and PSRPs shall be restored to the appropriate step and lane reflecting their years of service and education (back pay to 7/1/16).
2018	2%	Yes
2019	2.5%	Yes

Fiscal Year	COLA
2020	<u>2.5%</u> 3.0%
2021	<u>2.5%</u> 3.0%
2022	<u>2.5%</u> 3.0%
2023	<u>3.0%</u> 3.5%
2024	<u>3.5%</u> 3.5%

Teachers and PSRPs hired on or after January 1, 2017 will not receive pension pick-up. Salary schedules for teachers and PSRPs hired on or after January 1, 2017 shall be created which shall phase in increases to base salary over current base salary of 3.5% effective January and an additional 3.5% effective July 1, 2017. All bargaining unit employees hired on or before December 31, 2016 shall maintain the pension pick-up without change per the predecessor agreement.

## Article 36 Payroll Procedures

### **36-3. Payroll Procedures.**

**36-3.3. Pay Plan.** Effective beginning with the 2013- 2014 work year, the BOARD shall cease its deferred pay plan. The BOARD shall develop a transition plan by December 31, 2012 and shall bargain with the UNION over the impact of the transition, including the impact on employees in Track E schools. All deductions shall be prorated over each payroll period over the course of the work year. The BOARD and the UNION shall develop and implement an employee communication and resources plan to assist employees who plan to establish personalized deferred pay accounts with their own banks or financial institutions that will allow them to direct a portion of their compensation into a savings or other account to be available during unpaid break periods via the BOARD's direct deposit system.

## Article 39 – Teacher Evaluation

39-1B. The BOARD adopted an evaluation plan and procedures (“the evaluation plan”) on March 29, 2012. That plan was implemented effective with the start of the 2012-2013 school year, and has remained in place since, with year-to-year amendments through the Joint Teacher Evaluation Committee not inconsistent with the collective bargaining agreement. The BOARD shall share with the UNION members of the Joint Committee a draft of the REACH handbook no later than ~~June 30<sup>th</sup>~~ July 15<sup>th</sup> of each year and the BOARD and UNION members of the Joint Committee shall try to reach consensus on the language before the BOARD publishes the handbook on or about August 1<sup>st</sup>. 15<sup>th</sup>.

39-1C. The Joint Teacher Evaluation Committee (“Joint Committee”) shall continue its collaboration. The Joint Committee shall consist of five members selected by the UNION and five members selected by the BOARD. The Joint Committee shall meet at least one day per month during the regular school year. The Joint Committee shall produce joint recommendations to the Chief Talent Officer and Union President by the end of each school year regarding possible improvements to the implementation of Teacher Evaluations, including efforts to mitigate or eliminate any disproportionate impacts of observations or student growth measures. ~~to discuss and come to an agreement on issues related to the teacher evaluation plan implementation that may arise during the term of this Agreement. The Joint Committee shall establish rules surrounding the use of local criteria in evaluation, and no local criteria shall be used or given weight until those rules are established. After a student survey pilot in school year 2013-2014, the Joint Committee shall also determine whether student surveys shall be used as a component of the teacher evaluation plan in school year 2014-2015 and thereafter. Unless otherwise agreed by the Joint Committee, teacher practice scores shall be 75% of the summative rating in school year 2012-2013, 75% of the summative rating in school year 2013-2014 and 70% of the summative rating in school year 2014-2015. Student growth scores shall be 25% of the summative rating in school year 2012-2013, 25% of the summative rating in school year 2013-2014 and 30% of the summative rating in school year 2014-2015. Student growth scores shall be 30% of the summative rating for the duration of this Agreement.~~ Joint Committee meetings shall occur where possible during the regular school day. Where necessary, members of the committee who are classroom teachers shall be provided with substitute teachers on meeting days.

~~D. The BOARD and the UNION shall conduct a joint study of the implementation of the teacher evaluation plan. The Joint Committee shall determine what changes, if any, are necessary to improve the content and procedures of the teacher evaluation plan. Any changes to the teacher evaluation plan shall be communicated to all teachers within ten school days of adoption.~~

~~E. The BOARD shall provide the UNION with a calendar prior to each school year setting forth the relevant dates in connection with the Evaluation Plan.~~

### 39-1.1. Orientation.

~~New teachers to a school and all teachers at a school with a new principal at the start of the school year shall be provided with an orientation session on the teacher evaluation plan during the first week of the school year prior to student attendance, but not later than the 20th day of~~

student attendance, unless they are hired or transferred to the school after the 20th day. In such cases, teachers shall be provided copies, which may be in electronic form, of the teacher evaluation plan. Teachers hired after the first week of the school year shall be provided with said orientation within the first week after their hiring.

Returning teachers in schools with a returning principal at the start of the school year shall have access to all orientation materials and the teacher evaluation plan on the CPS Knowledge Center. shall be provided to every teacher. The Joint Committee shall review and determine orientation materials and programs for the 2013-14 school year and thereafter.

~~39-1.2. REACH Teacher Evaluation. The Joint Evaluation Committee shall retain a mutually agreed expert, no later than April 1, 2017, to assist it in studying the REACH evaluation system and to provide recommendations to mitigate or eliminate any disproportionate impacts of the observation or student growth measures.~~

### **39-2.3. Teacher Practice Observations**

A.1. Formal observations shall be preceded by a pre-conference. All formal observations shall be forty-five minutes in duration, the length of the class period or the length of the lesson. Formal observations shall be followed by a post-conference.

B.1. The first observation shall take place no sooner than the fifth week of the school year. During the 5th through 8th week of the school year, observations are permitted but all reasonable care shall be taken by evaluators and Kindergarten teachers to avoid performing observations during class periods when the KIDS Assessment is being conducted.

B.4. To the extent reasonable and possible, evaluators shall consider teachers' preferences as one factor among many when scheduling times and dates (and specific classes and subjects) for formal observations.

C.2. Pre-observation conferences between the teacher and the evaluator shall take place no later than one week prior to the formal observation. Teachers are encouraged to complete the Pre-Conference Protocol prior to the Pre-Conference. Pre- observation conferences prior to a formal observation shall be private interactive discussions between the evaluator-observer and the teacher at which lesson and unit plans, portfolios of student work, student issues, resource needs, the teacher's identification of areas in which he or she wishes to have focused feedback from the evaluator-observer and other professional practice issues identified by the teacher or evaluator-observer shall be discussed.

C.3. Evidence collected during formal or informal observations shall be aligned to the CPS Framework for Teaching. Teachers or principals may reference Framework Addenda during the Pre or Post Conference to inform discussions of practice. For Components 4b through 4e, teachers shall not be required to upload more than two documents of evidence per Component.

C.5. Post-conferences between the teacher and evaluator-observer shall take place within three to ten school days following the formal observation unless there is a good faith reason to extend the ten school day period and shall be private. Feedback after an informal observation may be provided in person or electronically. The teacher may request in person feedback after an informal observation.

#### D. Summative Evaluation

There will be only one annual or biennial summative evaluation rating per evaluation cycle at the end of the each teacher's evaluation cycle. The BOARD will attempt to provide summative ratings no later than the last day of student attendance, and the Joint Committee will review its progress toward that goal.

**39-2.4(a). Best Practices.** The Joint Committee has developed a set of "best practices" around teacher evaluation. They are included in the REACH Handbook and shared with teachers at the start of each school year. ~~which have been published at various points in time on the CPS Knowledge Center as REACH FAQs and in the Teacher Evaluation Handbook. The best practices are guidance to teachers and evaluators on various aspects of the evaluation system. The Joint Committee will include in REACH FAQs and the Teacher Evaluation Handbook best practices on advance notice of pre-observation conferences, sharing of evidence and draft ratings before post observation conferences, timing for finalization of ratings after post observation conferences, a two week time before first observations following a leave of absence etc. The REACH FAQs and Teacher Evaluation Handbook with the "best practice guidance" shall be published annually before the start of the school year and may change from time to time during the school year as determined by the Joint Evaluation Committee. Observers shall make all reasonable efforts to abide by the best practice guidance. If a teacher rating is adversely affected by an observer's failure to follow best practices, the observation rating shall be voided. In the case where an observation is voided and there are insufficient remaining observations to support a summative rating the teacher will be rated inability to rate. in the summative evaluation.~~

**39-2.5. Summative Ratings and Forms.** On or before ~~seven days prior to~~ the last day of student attendance, an evaluator shall provide each teacher with all available components of their summative rating. The summative rating shall include observation scores, student growth scores if available and all other evidence used to determine the summative rating, along with the formula used to calculate the summative rating, ~~provided that the rating shall not include scores from student surveys in school year 2012-2013 or 2013-2014 and shall only include student survey scores in school year 2014-2015 and thereafter if agreed by the Joint Committee. The Joint Committee will determine the timing of end of year (annual or biennial) summative evaluations for the 2013-2014 school year and beyond.~~

Summative ratings shall be based on the following scale in which points are earned in accordance with the plan.

Unsatisfactory 100 209

Developing (Needs Improvement) 210 284

Proficient 285 339

Excellent 340 400

For purposes of layoff, the developing rating will be divided into two sublevels—"emerging" with a rating score of between 210 and 250 and "developing" with a rating score between 251 and 284.

**39-2.6. Professional Development.** The Joint Committee shall determine the professional development needed to support teachers in becoming proficient teachers as defined in the

evaluation plan.

**39-2.7. Clinician Evaluation Plan.** Clinicians shall be evaluated in accordance with the Clinician Evaluation Plan in effect during the 2015-16 school year, and the BOARD shall abide by the Case Review process established in that plan.

Clinicians in their PAT1 year who were hired and assigned by the Office of Diverse Learner Support Services (ODLSS) and whose REACH ratings are projected to be 250 or below may be non-renewed by ODLSS. Clinicians in their PAT1 year who were hired and assigned by ODLSS and whose REACH ratings are projected between 251 and 284 will be renewed by ODLSS and provided support for the following school year, and such support may include from a cooperating senior clinician in the same field. Clinicians in their PAT2 year or later will continue to be subject to the non-renewal standards and procedures for all other non-tenured teachers.

### **39-6. Unsatisfactory Substitutes.**

The Board, in consultation with the Substitute Professional Problems Committee, will establish a performance improvement process for day-to-day substitutes. For day-to-day substitutes requiring performance improvement, Whenever a day to day substitute receives an unsatisfactory rating, the Talent Office shall schedule a conference with said the day-to-day substitute and the UNION to give the day-to-day substitute a written copy of the reasons for the unsatisfactory rating statement of the performance deficiencies, to discuss the reasons the performance deficiencies, and to give positive suggestions for performance improvement to the day to day substitute. The services with the school system of an unsatisfactory day-to-day substitute shall not be terminated as provided for in the performance improvement process or if until said day to day substitute has been given an unsatisfactory rating by at least two principals, unless there is evidence of moral laxity or serious misconduct.

### **39-8. Remediation of Tenured Teachers Rated Unsatisfactory.**

A. As soon as practicable, but no later than thirty school days after the issuance of an unsatisfactory summative evaluation to a tenured teacher, the evaluator shall appoint a consulting teacher to assist the teacher in improving his or her performance to proficiency over a ninety-school- day remediation period.

B. Within thirty school days after the issuance of an unsatisfactory summative rating, the qualified evaluator shall conduct a meeting with the teacher under remediation and assigned consulting teacher. At this meeting, a remediation plan developed by the qualified evaluator, with input from the consulting teacher and the teacher under remediation, shall be distributed to the parties and shall become effective immediately.

D. During the remediation period, an evaluator will conduct a mid-point and final evaluation of the teacher's performance, using the CPS Framework for Teaching as the sole measure of performance during the remediation period. If the teacher is rated "proficient" or better at the conclusion of the remediation period, he or she shall have successfully completed the remediation period. Following successful completion of the remediation plan, a qualified evaluator shall continue to monitor the teacher's performance with quarterly formal observations,

~~including required pre and post conferences, the teacher shall be placed on an annual evaluation cycle.~~

**39-9. Appeals Process.** A teacher appeals process shall be established to contest certain summative ratings given by a qualified evaluator. It shall be comprised of a committee of four active or retired educators, two of whom shall be selected by agreement of the UNION President and the Chief Executive Officer, one of whom shall be selected by the UNION and one of whom shall be selected by the BOARD. All members of the committee shall be qualified evaluators. Both the BOARD and the UNION shall select qualified alternate committee members who may substitute for their regularly appointed members. Individual members of the committee must recuse themselves from cases where they have personal familiarity with the teacher appealing a summative rating and will be replaced by the same appointing entity. ~~The Joint Committee shall determine whether the appeals process exists after school year 2018-2019.~~

The following teachers will have the right to appeal their ratings according to the timelines outlined in Article 39-9.A:

- Teachers rated unsatisfactory
- Tenured teachers receiving ratings in the lower half of developing

The following teachers will have right to appeal their ratings if they are laid off out of order of seniority.

- Teachers rated unsatisfactory
- Teachers rated developing

The time for appeal shall as set forth in Article 39-9A and shall commence when the teacher receives a notice of layoff/displacement. The notice shall advise the teacher of their right to appeal their rating.

39.9F. After a review of the written record of the rating and any interview with the teacher and evaluator, and any observation, and following deliberation, the appeals committee may overturn the rating if three of its members conclude that the rating under review is erroneous. If the appeals committee determines by majority vote that the teacher's appeal is to be granted, the BOARD shall revoke the summative rating under appeal and issue the teacher a 250 if an unsatisfactory rating was revoked, a 284 if an emerging rating was revoked, or a 285 if a developing rating was revoked ~~an appropriate summative evaluation~~. A different qualified evaluator shall be assigned to the teacher during the next school year who shall follow all applicable provisions of this Article. No developing rating that results from a sustained appeal of an unsatisfactory rating shall count towards the two- developing rule.

G. An appeal shall not delay the commencement of a professional development plan or remediation plan.

## Article 44 – General Provisions

**44.32.2. Additional Assessments.** Schools shall determine assessments to be administered in conjunction with the development of the School Improvement Plan for Academic Achievement (SIPAA) which is currently known as the Continuous Improvement Work Plan (CIWP). Each year in the spring, Teachers and the Principal will collaborate to develop a recommended plan for additional assessments, if any, per grade band or content area/department. The Principal will have final approval over the assessment plan and will make every effort to ensure that the assessment plan is balanced and does not result in burdensome or excessive testing. Prior to voting, the CEO or designee, may review and revise the proposed assessment plan, which shall be presented to and discussed with the school faculty. Teachers and the principal will then vote on the adoption of the plan, which shall be adopted by majority vote. If the plan is not adopted, and the faculty and/or the CEO or designee cannot agree on an alternative plan, the Union or the CEO or designee may submit the matter for resolution at strategic bargaining. The assessment decision will be included in the school's PD plan and reviewed by the District.

## Article 44 – General Provisions

**44-33.2. Grading Practice Guidelines.** CPS and CTU shall form a joint task force of 10 educators (five appointed by CPS and five appointed by CTU) to develop CPS professional standards and guidelines for teacher grading practices, e.g., recommended frequency and sequencing of assessment, number of assessments per quarter etc. These grading practice guidelines shall require a coherent approach to grading practices within schools, grade bands and content teams, the use of CPS electronic parent portal “Gradebook” or other electronic system for housing student grades and notifying students and parents of assignments, assessment and grades. The taskforce shall develop the guidelines by consensus to the extent possible and, where not possible, by majority vote of the taskforce members. The task force shall issue guidelines as soon as practicable, but in no event later than May 15, 2017. Before the start of each school year, teachers and principals shall develop, publish, and implement grading practices in alignment with the CPS Grading Practice Guidelines jointly developed by the Joint CTU-CBOE Professional Grading Practices Task Force.

## Article 44 – General Provisions

NEW 44-36.7. Any bilingual staff person (e.g. teacher, paraprofessional, clinician) that is requested to interpret in any meeting outside their normal daily work duties (e.g. 504, IEP, parent/teacher conferences, phone calls to parents) or translate written materials, shall be paid an additional stipend, at their hourly rate, for the time spent interpreting or translating. The BOARD is considering establishing an internal certification process for bilingual employees who provide interpretation services for parents at IEP meetings that will incorporate the criteria, standards, and competencies to be established by the Illinois State Board of Education pursuant to state law. If the BOARD establishes such a internal certification process, it will consult with the UNION and shall negotiate an appropriate stipend for each semester that an employee who has obtained this certification regularly serves as an interpreter at IEP meetings.

## Article 44 – General Provisions

**NEW 44-36.8.** The BOARD ~~shall fund and/or work with and~~ the UNION ~~shall cooperatively plan and shall jointly fund to provide mandated annual information and training sessions on student loans information, loan forgiveness, and debt reduction training~~ for all interested CPS staff, students and families.

## Article 44 – General Provisions

**44-4. Washrooms and Rest Areas.** The BOARD's ~~objective is that~~ shall ensure that all schools are provided with washrooms and rest areas for ~~men and women teachers~~ all bargaining unit members that are accessible to all bargaining unit members during all workdays, private, clean and comfortable.

## Article 45 Committees

### **45.4 Standing Committees.**

NEW 45-4.16. A standing diversity committee is added to monitor and make recommendations to improve teacher and other staff racial diversity to better reflect student population, including university partnerships for the purpose of increasing the number of teachers of color.

NEW 45-4.19 A standing Bilingual Education committee is added to monitor progress on recommendations to increase EL students' access to quality instruction and services.

The BOARD rejects the remainder of the UNION's 45.4 proposal.

## Article 46 Integration-Quality Education

NEW 46-1.1 The BOARD shall fund a School Community Representative at each school with 90 or more students in temporary living situations (STLS), to be measured on the 20th day of school of the prior school year.

The BOARD shall also provide paid stipends to schools for STLS Liaisons, according to the following schedule:

- 1 stipend for each school with 25 to 29 students in temporary living situations
- 2 stipends for each school with 30 to 59 students in temporary living situations
- 3 stipends for each school with 60 to 89 students in temporary living situations

The primary responsibilities for the School Community Representatives and the STLS Liaisons include working with families to determine STLS status, enrolling students in school and in the STLS program, and distributing bus cards to students. These employees are also responsible for maintaining on-going communications with STLS students and families and providing these families with referrals to District and community resources that may address barriers to enrollment, attendance, and success in school.

## Appendix A Part 2

### NEW 2F STLS Liaison

	<u>Per Semester</u>
<u>Effective July 1, 2019</u>	<u>\$1,000</u>

## Article 49 Conclusion

**49-1. Duration.** This Agreement shall commence on July 1, 20159 and expire on June 30, 201924.

**49-2. Amendments or Modifications.** In the event either party wishes to modify or amend this Agreement, written notice thereof shall be given to the other party at least twenty days prior to the consideration of said modification or amendment and, if said modification or amendment is thereafter mutually agreed upon, this Agreement will be so amended.

**49-3. Complete Agreement.** Neither the BOARD and its representatives nor the UNION and the members of the bargaining unit shall take any action violative of or inconsistent with any provision of this Agreement. The parties agree that, if either has made a proposal not included herein, such proposal has been withdrawn in consideration of the making of this Agreement.

## PSRP Salaries and Other Compensation

1. Increase Step 1 salaries for PSRP grades GA1, GA2, GA3, GB1, GB2, GB3, and G03 by 4.5%
2. Recategorize Health Service Nurses (HSN) from G10 to G11
3. Recategorize Licensed Practical Nurses (LPN) from G07 to G08
4. Accept CTU's proposal to set differentials at approximately 5% for Steps 2-8 (it is approx. 5.1%) and 3% for Steps 9-10 for all PSRPs
5. Effective, July 1, 2019, add Lane II for all PSRP grades at the educational level of Associate's degree:
  - o Lane II salaries will be set at 4% above the same Lane I salaries.
  - o For roles which have multiple current titles separated by educational levels (i.e. Teacher Assistant I/Teacher Assistant II), those titles will be consolidated to the baseline job code
  - o Future PSRP lane adjustments will be made pursuant to already established processes for teachers
  - o Current employees in the following job codes will be automatically placed in Lane II:

<u>Column A</u> <u>Transfer PSRPs FROM Job Code</u>	<u>Column B</u> <u>TO Lane II in Job Code</u>	<u>TO Job Title</u>
3920	3917	Instructor Assistant
485	475	School Assistant-Bilingual
532	531	School Library Assistant
483	463	Teacher Assistant
479	478	Teacher Assistant Bilingual
477	476	Teacher Asst Bil Spanish
2519	2520	Teacher Asst-Montessori Program
712	711	Community Relations Rep
3430, 3431	3429	Ed Sign Language Interpreter
482	462	School Assistant
484	474	School Asst Bilingual-Spanish

692, 693	691	Technology Coordinator
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6. Effective, July 1, 2021, add Lane III for all PSRP grades at the educational level of Bachelor's degree.
  - o Lane III salaries will be set at 7% above the same Lane I salaries.

## Appendix A

- The BOARD shall include lane and step on paychecks
- The BOARD shall include step anniversary date on paychecks

## Appendix B – Contributions to Health Care Plans

Employee Contributions. Subject to subparagraph c, contributions shall per the Attachment A effective January 1, 2017 and shall increase per the attached on January 1, 2019 (0.8 percent of salary). Employee contributions shall increase as follows:

	<u>Change in Employee Health Contributions</u>	
<u>Jan 1, 2020</u>		<u>0.0%</u>
<u>Jan 1, 2021</u>		<u>0.0%</u>
<u>Jan 1, 2022</u>	<u>0.5%</u>	0.0%
<u>Jan 1, 2023</u>	<u>0.5%</u>	0.25%
<u>Jan 1, 2024</u>	<u>0.5%</u>	0.5%

~~LMCC program. The LMCC shall meet to discuss alternatives to the contribution increase through savings, and if any savings are achieved, the 0.8 percent contribution increase will be offset to the same extent.~~

~~Wellness premium differential. The Wellness program differential shall be eliminated effective January 1, 2017.~~

~~The salary cap on which contributions must be made will increase from \$90,000 to \$130,000 incrementally on January 1<sup>st</sup> of the last three calendar years of the five year Agreement.~~

## Appendix B – Increments and Stipends

### PART 2. INCREMENTS AND STIPENDS.

2A. National Board Certified Teachers and Clinicians. The BOARD shall add the amounts set forth below during the periods set forth below to the base salaries on the teacher salary schedule to teachers who are or become National Board Certified Teachers (NBCTs) and to the base salaries on the clinicians salary schedule to clinicians who obtain applicable state or federal advanced related service provider credentials as set forth below.

Effective Date	Addition
July 1, 201519	<u>\$2,019.47</u>
July 1, 201620	<u>\$2,080.05</u>
July 1, 201721	<u>\$2,142.46</u>
July 1, 201822	<u>\$2,217.44</u>
July 1, 2023	<u>\$2,295.05</u>

Advanced Related Service Provider Credentials: Nationally Certified School Psychologist, Certified School Social Work Specialist, Nationally Certified School Nurse, Certificate of Clinical Competence Speech Language Pathology, Certificate of Clinical Competence - Audiology, National Board for Certification in Occupational Therapy, American Board of Physical Therapy Specialists.

2C. Psychologists, School Social Workers and Speech Pathologists, Occupational Therapists, Physical Therapists, and Certified School Nurses, Audiologists. Psychologists, school social workers, speech pathologists, occupational therapists, physical therapists, audiologists and certified school nurses shall receive the following monthly increment based on the number of weeks of employment budgeted for their positions provided they meet the stipulated requirements for their clinician position ~~school psychologists school social workers or speech pathologists~~ (Illinois School Code, section 14-1.09):

Days of Employment	Rate per Month
Effective July 1, 20159	
208 days	<u>\$392.55</u>
228 days	<u>\$391.65</u>
248 days	<u>\$391.65</u>
52 weeks	<u>\$390.84</u>

Effective July 1, 201620	
208 days	<u>\$404.33</u>
228 days	<u>\$403.40</u>
248 days	<u>\$403.40</u>
52 weeks	<u>\$402.57</u>

Effective July 1, 201721

208 days	\$416.46
228 days	<u>\$415.50</u>
248 days	<u>\$415.50</u>
52 weeks	<u>\$414.65</u>

Effective July 1, 201822

208 days	\$431.04
228 days	<u>\$430.04</u>
248 days	<u>\$430.04</u>
52 weeks	<u>\$429.16</u>

Effective July 1, 2023

<u>208 days</u>	\$446.12
<u>228 days</u>	\$445.09
<u>248 days</u>	\$445.09
<u>52 weeks</u>	\$444.18

## Exhibit E Health Care and Related Benefits

1. Eliminate co-insurance on outpatient mental health services in the PPO, maintain current \$25 co-pay.
2. Reduce HMO copay for mental health services from \$30 to \$15
3. Reduce PPO physical therapy copays from \$45 to \$30
4. Reduce HMO physical therapy copays from \$45 to \$30
5. The LMCC shall jointly review the Board's healthcare plans to determine steps necessary to ensure coverage applies equally and appropriately to all bargaining unit members.

Effective January 1, 2020.

## Side Letter on Charters

~~The BOARD shall observe a moratorium on the establishment of new charter and contract schools, including establishing additional campuses in existing charter and contract school networks.~~ There will be a net zero increase in the number of Board authorized charter schools over the term of this agreement and the total number of students enrolled by the end of school year 2023-2024 will not exceed 101% of the total student enrollment capacity as of school year 2019-20.

## **Memorandum of Understanding**

The following confirms the BOARD's commitment with respect to certain staffing issues.

The BOARD will allocate no less than \$400,000 annually to recruit, train and/or hire the qualified staff required for Nursing, Social Worker and Case Manager positions. Further, the BOARD will report quarterly on its public website on its progress, including but not limited to the number of positions opened and filled, as well as the efforts underway to make significant progress toward the above goals.

The BOARD and the UNION will meet bi-monthly to assess progress and to ascertain any and all initiatives to fill these positions.

## General Language Clean Up

### Article 18 Career and Technical Education

General Clean-up Throughout CBA: All references to Vocational, CTE Vocational Schools, Vocational Technical Centers, are removed from the CBA and replaced with Career and Technical Education or CTE.

All references to Vocational Guidance Centers will be changed to Career and Technical Education Guidance Centers.

### Article 20 Clinicians

**20-1.1(b).** *PSRP clinicians defined.* For purposes of this Article, PSRP clinicians are defined as full-time certified or licensed employees who are employed in the following titles: PSRP case manager or PSRPs assigned case management responsibilities, ~~speech language pathologist paraprofessional~~, licensed practical nurse, health service nurse, and health assistant.

#### **20-3.1. Work Year.**

**20-3.1(a).** ~~School psychologists employed in the Office of Diverse Learner Supports and Services prior to December 16, 1967 have had the option of working ten school months (forty weeks), eleven school months (forty four weeks) or twelve school months (forty-eight weeks). Subsequent to December 16, 1967, all school psychologists newly assigned to the Office of Diverse Learner Supports and Services and all school psychologists who elected to convert from twelve calendar months to twelve school months shall be employed on a twelve school month basis.~~

~~Pension contributions and sick leave shall be based on the work year for 248 day personnel. Pension contributions and sick leave for all other employment period classifications shall be based on the 208 day year.~~

~~Effective September 6, 1976, a~~All newly appointed school psychologists and all provisional and temporarily certificated school psychologists shall be employed on a ten-school-month (208-day) basis. All school psychologists currently employed on a twelve school month (52 week) basis or on an eleven school month (248 day) basis shall be given the opportunity to convert to a ten school month (208 day) basis. Election to convert shall be final and cannot subsequently be changed at the request of the employee.

**20-3.1(b).** ~~School psychologists continuously employed in the Office of Diverse Learner Supports and Services since on or before December 31, 1976 on a 248 day work year schedule (or its previous equivalent of forty eight weeks) shall maintain their 248 day work year schedule, unless they voluntarily elect to transfer to a position with a lesser work year.~~  
~~At the beginning of each school year, the BOARD shall provide to the UNION a list of~~

~~school psychologists who have continuously held forty-eight week positions since on or before December 31, 1976 and whose schedules shall be maintained under this section.~~

~~Pension contributions and sick leave shall be based on the work year for 248-day personnel. Pension contributions and sick leave for all other employment period classifications shall be based on the 208-day year.~~

#### **20-4.1. Work Year.**

~~20-4.1(a). Effective December 16, 1967, all newly assigned school social workers and all school social workers who elected to convert from twelve calendar months to twelve school months shall be employed on a twelve school month basis.~~

~~Pension contributions and sick leave shall be based on the work year for twelve school month personnel.~~

~~All newly appointed school social workers and all provisional and temporarily certificated school social workers shall be employed on a ten-school-month (208-day) basis. All school social workers currently employed on a twelve school month (52 week) basis shall be given the opportunity to convert to a ten school month (208-day) basis. Election to convert shall be final and cannot subsequently be changed at the request of the employee.~~

~~20-4.1(b). School social workers continuously employed in the Office of Diverse Learner Supports and Services since on or before December 31, 1976 on a 248-day work year schedule (or its previous equivalent of forty-eight weeks) shall maintain their 248-day work year schedule, unless they voluntarily elect to transfer to a position with a lesser work year. At the beginning of each school year, the BOARD shall provide to the UNION a list of school social workers who have continuously held 248-day positions since on or before December 31, 1976 and whose schedules shall be maintained under this section.~~

~~Pension contributions and sick leave shall be based on the work year for twelve school month personnel.~~

~~All newly appointed school social workers and all provisional and temporarily certificated school social workers shall be employed on a ten school month (208-day) basis. All school social workers currently employed on a twelve school month (52 weeks) basis who convert to a ten school month (208-day) basis shall not be entitled to return to a twelve school month (52 week) work year scheduled.~~

Employment of ten-school-month (208-day) school social workers beyond ten school months shall be considered as summer employment. Pension contributions and sick leave shall be based on the 208-day ten school month year.

**20-5. Speech Language Pathologists and Speech Language Pathologist Paraprofessionals.**

**20-5.1. Staff Development Workshop.** The BOARD shall also conduct one annual staff development workshop for speech pathology teachers and speech language pathologists and speech language pathologist paraprofessionals.

**20-6. School Nurses.**

**20-6.1. Work Year.**

**20-6.1(a).** ~~Effective December 16, 1967, all newly assigned school nurses and all school nurses who elected to convert from twelve calendar months to twelve school months shall be employed on a twelve school month basis. Pension contributions and sick leave shall be based on the work year for twelve school month personnel.~~

~~Effective September 6, 1976, a~~~~All~~ ~~newly appointed school nurses and all provisional and temporarily certificated school nurses shall be employed on a ten-school-month (208-day) basis. All school nurses currently employed on a twelve school month (52 week) basis shall be given the opportunity to convert to a ten-school month (208 day) basis. Election to convert shall be final and cannot subsequently be changed at the request of the employee.~~

**20-6.1(b).** ~~School nurses continuously employed in the Office of Diverse Learner Supports and Services since on or before December 31, 1976 on a 248-day work year schedule (or its previous equivalent of forty eight weeks) shall maintain their 248-day work year schedule, unless they voluntarily elect to transfer to a position with a lesser work year. At the beginning of each school year, the BOARD shall provide to the UNION a list of school nurses who have continuously held 248 day positions since on or before December 31, 1976 and whose schedules shall be maintained under this section.~~

~~All newly appointed school nurses and all provisional and temporarily certificated school nurses shall be employed on a ten school month (208 day) basis. All school nurses currently employed on a twelve school month (52 week) basis who convert to a ten school month (208 day) basis shall not be entitled to return to a twelve school month (52 week) work year schedule. Employment of ten-school-month school nurses beyond ten school months shall be considered summer employment. Pension contributions and sick leave shall be based on the 208-day a ten school month year.~~

**20-7. Additional Funding for Personnel Costs.** ~~If the BOARD receives additional funding sources in Fiscal Year 2013 that can be used for personnel costs, the BOARD will bargain with the UNION upon request over hiring up to one hundred additional school social workers or school nurses.~~

**20-8. Meetings Among Related Services Personnel.** ~~Related services personnel (e.g., school psychologists, school social workers, speech language pathologists, school nurses, physical therapists, occupational therapists and/or other district resource personnel) shall be provided~~

~~time to meet periodically with special education teachers during the school day during their preparation periods to discuss matters of professional interest. Related services personnel shall arrange conferences periodically with the teachers of students with disabilities during the school day at times, if possible, when students are not scheduled for their classrooms.~~ [DUPLICATIVE OF 20-1.10]

**20-9. Counselors, Clinicians and Special Educators Case Management Responsibilities.** ~~By no later than the start of the 2017-18 school year,~~ ~~t~~The Board shall not longer require school counselors, clinicians and special educators to perform case management responsibilities. The Board and Union shall form a committee to recommend to the CEO how to implement this provision.

## Article 21 Special Education Teachers

**21-18. Case Load Development.** School principals, ~~or~~ their designees, ~~or Program Manager~~ shall consult with Special Education teachers on case load development.

## Article 33 Leaves of Absence

**33-13. Extended Leave.** In the case of a bargaining unit employee whose continued illness extends beyond the amount of sick leave earned and accumulated, the Talent Office may authorize extended leave with pay.

A request for extended sick leave must be directed to the ~~Director of Employee Engagement~~ ~~Director of Absence & Disability~~ who shall develop standards to ensure that a fair and equitable treatment of all employees is maintained with respect to extended sick leave.

Extended sick leave shall be granted at the discretion of the Chief Talent Officer whose decision shall not be subject to further review.

## Article 37 Sick Days and Short-Term Disability Leave

**37-6. Transfer of Sick Days.** Employees may donate up to ten (10) sick days from their ~~Grandfathered or CTU~~ sick day banks to another employee who is suffering from a serious medical condition and who is on an approved leave of absence. An employee receiving a donation of sick days may not receive more than forty-five (45) days of sick leave in the aggregate from donor-employees and may only receive a donation once during his or her employment with the BOARD.

The parties withdraw all of their remaining proposals.

The Board of Education of the City of  
Chicago

And

The Chicago Teachers Union  
TENTATIVE AGREEMENTS

## Article 1 Recognition

### **1-17. Leaves of Absence for Union Business or Elected Public Office.**

1-17.1. Number and Length of Leaves. The BOARD shall grant ~~forty-five~~ ~~fifty~~ appointed teachers, clinicians, or PSRPs elected or appointed to full-time positions with the UNION, the Illinois Federation of Teachers, the American Federation of Teachers or the Chicago Federation of Labor-Industrial Union Council, or elected to municipal, county, state, or federal office, leaves of absence without pay in increments of twelve calendar months for the purpose of accepting these positions upon appropriate application by the UNION or in the case of elected office upon appropriate application by the employee. The BOARD shall extend those leaves in increments of twelve calendar months.

## Article 2 Equal Employment Opportunity

**2-1. Prohibition on Discrimination.** No employee shall be discriminated or retaliated against on the basis of race or ethnicity, ethnic group identification, national origin, nationality, ancestry, creed, color, age, gender or sex (including pregnancy, childbirth, breastfeeding, and pregnancy related medical condition), marital status, civil unions, legally recognized domestic partner status, military/veteran or military discharge status, disability, or actual or perceived sexual orientation, gender identity or expression, religion, parental status, immigration status, genetic information, refusal to submit to a genetic test or make available the results of a genetic test, or political belief or affiliation (not union related); the utilization of benefits authorized by this Agreement or BOARD policy; membership or participation in, or association with the activities of, the UNION; filing grievances or resolving grievances and professional problems; or participation in any committee, council or group, including but not limited to, the Professional Personnel Leadership Committee, Professional Problems Committee or Local School Council.

## Article 9 Paraprofessionals and School Related Personnel

9-14.5 Substitute Coverage. School Clerk Assistant. Any regular school clerk assistant assigned in a school clerk I position for a period of ~~twenty~~ ten consecutive school days shall be paid at the appropriate step of the school clerk I salary schedule and staffed in the position, effective on the ~~twenty-first~~eleventh consecutive school day. Upon the assignment or transfer of a regular school clerk I to said position, the school clerk assistant shall revert to the former pay status as a school clerk assistant.

**NEW 9-20. PSRP Probationary Period.** Consistent with longstanding past practice and BOARD policy, the probationary period for PSRP bargaining unit employees shall be one year.

## Article 17 Early Childhood Teachers

17-1 Nap Time. In full-day pre-K classrooms children shall be allowed ~~and encouraged~~ to nap.

## Article 17 Early Childhood Teachers

**17-6. Early Childhood General Education Class Size.** General Education Preschool Classrooms shall not exceed 18 students and shall be staffed at all times by a Teacher and Teacher Assistant. **Early Childhood Substitute Teacher Assistants.** The BOARD shall establish a pool of substitute teacher assistants qualified to serve early childhood classrooms and shall staff the pool at sufficient levels to meet early childhood classroom coverage needs across the school district.

## Article 20 Clinicians

20-1.7. Work Space and Equipment for Clinicians. Clinicians shall be provided with appropriate work space to include a desk, chair and testing tables; a computer; a locking file cabinet with a key; direct access to working copiers, printers and telephones for follow up calls; testing environments that are heated and well ventilated; and necessary supplies, including file folders, paper clips and envelopes to store professional protocols. The Office of Diverse Learner Supports and Services shall inform principals annually at the beginning of the year about clinician work space needs in writing. A copy of this written transmission shall be submitted to the City-Wide Professional Problems Committee at the first meeting. The Principal shall provide clinicians access to a designated space within the school building that is a confidential and private space for the provision of therapeutic services and testing to students. The Principal or designee will provide clinicians a weekly schedule of the designated space. (The remainder of 20-1.7 is unchanged.)

## Article 20 – Clinicians

20-1.9. Travel Time. ~~Clinicians who travel from one school to another during the noon hour shall be allowed seventy-five minutes including lunch for travel time. A clinician who must travel during the afternoon shall be given a daily uninterrupted lunch period of forty-five minutes with no work responsibilities exclusive of travel time.~~

## Article 20 – Clinicians

NEW 20-6.10. Nurses who change job classifications will be placed in the appropriate lane according to their level of education and job classification on the step in that lane closest to, but not less than, their salary prior to the change. From there, they shall advance steps and lanes as determined by Appendix A.

## Article 21 Special Education Teachers

NEW 21-20.1 A Special Education teacher shall have access to the assessment data, grade book, grades, student roster and attendance data for all students served by the Special Education teacher, including any general education students in that teacher's co-teaching classroom.

## Article 27 Class Coverage

**27-7. Substitute Coverage for Teacher Assistants in Early Childhood Classrooms ~~Centers~~.** The BOARD ~~will~~ shall provide substitute coverage for teacher assistants in early childhood ~~centers~~ classrooms who are absent.

**27-9. Substitute Coverage During Mandated Testing.** A principal shall provide substitute coverage for teachers engaged in one-on-one required testing (e.g., ~~DIBBELS~~) and for teachers providing modifications or accommodations to students with disabilities during testing.

### NEW 27-12. General Class Coverage Provision.

27-12.1. Substitutes shall have a continuous duty-free lunch period with no work responsibilities.

27-12.2. Two city-wide or district cluster meetings shall be held annually, to provide professional development for substitute teachers, on topics including special education, English language learners, and technology.

## Article 33 Leaves of Absence

33-4. Bereavement Leave. In addition to the provisions of Board Rule 4-14(b), whenever the absence of a bargaining unit employee is caused by the death of the teacher's parent, spouse, spouse's parent, domestic partner, domestic partner's parent, child, brother, sister or grandparent, such employee shall be paid the basic salary for the number of days absent ~~from the date of death to the date the employee returns to work~~ provided that the number of days shall not exceed ten days with the last five being applied against accumulated allowable sick leave. ~~These days absent shall be in addition to existing paid holidays or breaks and unpaid breaks during the school year to which a bargaining unit employee is already entitled. The BOARD shall allow bereavement days to be taken non-consecutively provided that they are taken in no more than two installments within one month of the date of death, and at any point within 60 days of the date of the death in order to best meet the needs of the bargaining unit employee.~~

## NEW 46-5 Sanctuary Schools and Sanctuary Employer

46-5.1. In the spirit of *Plyler v. Doe*, 457 U.S. 202 (1982), the BOARD has consistently afforded students access to a high quality public education at CPS regardless of their immigration status and is committed to continue this practice.

46-5.2. CPS is an Immigration and Customs Enforcement (“ICE”) designated “sensitive location” in which ICE enforcement activities would pose a severe disruption to the learning environment and educational setting for students and their families.

46-5.3. The BOARD and UNION jointly declare that the buildings and grounds of CPS Schools are sanctuary spaces for all students, parents, administrators, bargaining unit members, and community members at the school for school-related business and jointly commit to defend the right to a free and safe learning environment to the extent permitted by law.

46-5.4. School personnel shall not inquire about or record a student’s or a family member’s immigration status, nor shall the Board collect or retain information regarding the immigration status of any CPS students or their families. Except by a court order, CPS shall not disclose to ICE any information regarding the immigration status of any CPS student. CPS will not disclose to anyone other than ICE any immigration information pertaining to any CPS student except pursuant to the Family Educational Rights and Privacy Act. The BOARD recognizes the trust families place in them and shall not voluntarily divulge information to immigration agents to the fullest extent possible under the law.

46-5.5. Upon request by ICE agents to enter CPS school grounds or to obtain or review CPS records, CPS administration shall verify the immigration agent’s credentials, ask the agent why the agent is requesting access, and require a criminal judicial warrant signed by a federal judge. CPS shall not admit ICE agents based upon an administrative warrant, ICE detainer, or other document issued by an agency enforcing civil immigration law.

46-5.6. In the interest of ensuring the success of the commitments made in this article, the BOARD and UNION shall meet to develop a training program for staff on how to appropriately respond to ICE agents should they request entrance to the school facilities or grounds as well as proactive steps to aid students and families in obtaining legal or other assistance with immigration enforcement actions.

46-5.7. CPS Employees shall not face any BOARD discipline for following the policies contained in this Article.

46-5.10. The provisions contained within this article shall in no way prohibit the BOARD from honoring and complying with a duly authorized warrant and in no way shall obligate the Employer or any of its agents to violate any State or Federal statutes.

## NEW 46-6. Sanctuary Employer

46-6.1. On September 5, 2017, the Department of Homeland Security announced the end to the Deferred Action for Childhood Arrivals (“DACA”) policy. The DACA policy protected eligible immigrant youth from deportation and provided work authorization documents to nearly 800,000 young people who came to the United States as children. The BOARD and the UNION recognize that the young people who have received DACA benefits are a valued and important part of our community. Because the termination of the DACA policy may affect the work authorization of employees of the BOARD, the BOARD and the UNION agree to the following:

46-6.2. The BOARD shall not inquire about or demand proof of immigration or citizenship status, except as required by law.

46-6.3 Effective for SY 2019-20, the Board shall, in consultation with the UNION, develop appropriate guidance and resources of up to \$200,000 per school year, to assist employees in planning for and navigating immigration issues.

46-6.4. Upon written request, an employee shall be released for up to ten (10) unpaid working days one time during their employment in order to attend to immigration or citizenship status matters. The days need not be taken consecutively. The Employer may request verification of such absences and/or appropriate certified documentation.

46-6.5. In the event that the BOARD is no longer permitted to employ an affected employee, the BOARD agrees to convert the affected employee’s termination to an unpaid leave of absence upon the employee’s return to work, provided the return to work takes place within two (2) calendar years for tenured teachers or within one (1) calendar year for all other employees. Specifically, upon the employee providing proper work authorization within the appropriate time frame, the BOARD agrees to reinstate the affected employee to the employee’s former position, if available, without loss of prior seniority. If the former position is not available, the BOARD agrees to reinstate the employee to substantially similar employment for which the employee is qualified, including the Reassigned Teacher Pool, at a salary no less than their pay prior to their separation. While separated, the employee shall earn no credit toward step advancement.

46-6.6. Within thirty (30) days of the signing of this Agreement, the BOARD and the UNION shall send the following:

- a. A joint letter to educators and support staff with immigration or citizenship status resources, such as the immigrant and refugee children guide for educators and support staff.
- b. A joint letter to students and their families with immigration or citizenship status resources.